

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY  
COURT NO. 17**

LESTER REALTY INC  
Plaintiff Below,  
Appellee,

VS

ADELE GIULIANO  
Defendant Below,

RHONDA GAWRONSKI  
Defendant Below,  
Appellant,

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

C.A. No. JP17-19-005376

TRIAL DE NOVO

Submitted: November 6, 2019  
Decided: November 14, 2019

**APPEARANCES:**

Jason W. Adkins, Esquire, represented the plaintiff.  
The defendants appeared pro se.

Alan G. Davis, Chief Magistrate  
Sheila G. Blakely, Deputy Chief Magistrate  
John C. Martin, Senior Justice of the Peace

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE  
IN AND FOR SUSSEX COUNTY  
COURT NO. 17**

**CIVIL ACTION NO: JP17-19-005376**

**LESTER REALTY INC VS ADELE GIULIANO ETAL**

**ORDER ON TRIAL DE NOVO**

The Court has entered a judgment or order in the following form:

On September 9, 2019 the plaintiff filed this action seeking to recover possession of the property located at 317 East Market Street, Unit B, Georgetown, Delaware. Trial was held on September 30, 2019 and a Stipulated Agreement between Ms. Giuliano and the plaintiff was entered. Ms. Gawronski was dismissed as a defendant. On October 2, 2019 Ms. Gawronski filed a timely appeal of this judgment pursuant to 25 Del.C. Section 5717. This is the decision of the Three Judge Panel hearing the appeal as a Trial De Novo.

**HISTORY**

On May 24, 2019 Ms.Giuliano and the plaintiff entered into a rental agreement for the property located at 317 East Market Street #B, Georgetown, Delaware. On June 3, 2019, Ms.Guiliano entered into a sub-lease for this property with Ms. Gawronski, without the knowledge or approval of the plaintiff. A sub-lease is prohibited by the lease between the original parties without the plaintiff's approval. When the sub-lease came to the Plaintiff's attention, it issued a seven day notice to Ms.Giuliano on August 21, 2019 to cure the violation. When this was not done, this action was filed. According to the plaintiff's Counsel, naming Ms. Gawronski as a defendant in this action was done out of an "abundance of caution" regarding any future issue of possession of the property.

At the trial below, Ms. Gawronski was dismissed as a defendant and a stipulated agreement was entered by the remaining parties. On October 2, 2019 Ms. Gawronski filed an appeal of the judgment below and her request for a Trial De Novo was granted.

At the Trial De Novo, the plaintiff stated that it's Stipulated Agreement with Ms. Guiliano is still in effect and requires her to vacate the tenement by November 15, 2019 or a Writ of Possession will be sought.

**DISCUSSION**

After considering the arguments of Ms.Gawronski, the Court found that she has no standing to assert a right of possession against the plaintiff since she was never named as a lessee in the lease between the plaintiff and Ms. Guiliano. While she may have some cause of action in this matter, it is not for possession of the rented property.

## ORDER

Therefore, Ms. Gawronski's appeal in this action is DISMISSED. She was advised that if a Writ of Possession is issued in this matter in accordance with the agreement of the plaintiff and Ms. Guiliano, the Writ would apply to any persons residing in the property at that time, including her.

IT IS SO ORDERED 14th day of November, 2019

/s/ John C. Martin  
Justice of the Peace  
John C. Martin for the Panel



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).